(0 C C) ENERO7 JUN 12149005000RP

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF OF OEGRON AT PORTLAND

UNITED STATES OF AMERICA.) CASE NO.:11-CR-274-HA.
PLAINTIFF,)
) MOTION TO DISMISS THE INDICTMENT
٧.) ON THE GROUNDS THAT THE INDICTMENT
) IS PART OF INTENTIONAL FRAUD.
STEVEN_AVERY.) WHICH MAKES IT AN INSTRUMENT OF FRAUD.
) DISMISS WITH PREJUDICE.

Comes now Steven Avery in Propia Persona, and moves this Court for an Order to dismiss the Indictment for said Indictment is part of intentional Fraud.

THE_ACT_OF_FRAUD:

1.) A knowing misrepresentation of the truth or consealment of a material fact to induce another to act to his or her detriment. Fraud is usu. a tort, but in some cases (esp. when the conduct is willful) it may be a crime. - Also termed Intentional Fraud. [key 1,2,16.] 2.) A misrepresentation made rectlessly without belief in the truth to induce another Person to act. [Case Fraud key 31.] 3.) A tort arising from a knowing misrepresention, consealment, of material fact, or rectless misrepresentation made to induce another to act to his or her detriment. [Case: Fraud key 13(3).] 4.) Unconsionable dealings; eps., in Contract Law, the unfair use of the powerr arising out of the Parties relative positons and resulting in an unconsicuable bargain. [Case: Contract key1. G.J.S. Contract §§ 2-3, 9, 12]

FRAUD_IN_THE_FACTUM:

Fraud occurring when a Legal Instrument as actually excuted differ from the one intended for execution by the perosn who executes it or when the instrument may have had no Legal existence. Compared to fraud in the inducement, fraud in the Factum occurs only rarely, as when a blind Person sign a mortgage when he misleading told he

page 2.) Motion_to_Dismiss_Indictment.

FRAUD IN THE INDUCEMENT:

Fraud occurring when a misrepresentation leads another to enter into a tranaction with a false impression of the risk, duties, or the obligations involved; an intentional misrepresentation of a material of a material risk or duty reasonably relied on, thereby injuring the other Party without vititings the Contract itself, esp. about fact relating to value. - Also termed Fraud in the procurement. Cf. Fraud in the factum [Case: Contract key 94(1); Fraud-key 3,24. C.J.S. Contracts §§136, 139-140, 156-160, 170-171, 173-174.]

EXTRINSIC_FRAUD:

- 1.) Deception that is collateral to the issues being considered in the case; intentional misrepresentation or deceptive behavior outside the tranaction itself (whether a contract or a lawsuit), depriving one Party of informed consent or full participation. For example, a person might engage in extrinsic fraud by convincing a litigant not to hire counsel or answer by dishonesty saying the matter will not be persued. also termed collateral if raud.
- 2.) Deception that prevents a person from knowing about or asserting certain rights. [Cases; Judgementsskey 375, 443(1). C.J.S. Judgements §309.] Fraudulent Act; conduct ivolving bad faith, dishonesty, lack of integerity, or moral turpitude. Also termmed a dishonest act; Fraudulent or dishonest act.

DISCLOSURE, a.

- 1.) The act or process of making known somthing that was previously unknown; a revelation of facts (a lawyer's disclosure of a conflict of interest).
- 2.) <u>Public disclosure of Private facts.</u> The public revelation of some aspet of a Person's private Life without a legitimate public purpose. The disclosure is actionable in tort if the disclosure would be highly objectionable to a reasonable person. [See invasion of privacy and publicly §§ 17,20-21, 23-27, 31,33, 40-41 Cases: Torts key 8.5(5.1) C.J.S.]]